

seind an appointment is always heard on a short notice; and a receiver is in no case permitted to take charge of the property without having first given bond with approved surety. So far then this Chancery power is at least as little susceptible of abuse as the process of replevin, as is shewn by the example furnished by the defendants' answer. But, this is not all; there are other safeguards against the abuse of this power. The Court always reluctantly interferes against the legal title, only in a case of fraud clearly proved, and of imminent danger; and a receiver will not be appointed when the matter in dispute depends on the legal title; unless strong grounds are shewn, and the profits are in imminent danger. *Loyd v. Passingham*, 16 Ves. 59; *Norway v. Rowe*, 19 Ves. 148, note; *Maguire v. Allen*, 1 Ball. & Bea. 75.

Where a plaintiff is permitted to come into a Court of Chancery in behalf of himself and other creditors, or may sue here because of the equitable nature of his claim, and in respect of a fund in the hands of the defendant, out of which he has a right to ask payment, he may, under certain circumstances, have a receiver put upon the property or assets liable to his claim. But under no other

423 *circumstances does it appear, that the estate of a debtor may be put into the hands of a receiver at the instance of a creditor. In most cases the application is founded upon the fact, that waste, or peril has assailed or does then immediately threaten the property in question. But there are cases in which it may become necessary to interpose for the purpose of keeping the profits of an estate in litigation apart from those arising from another which is not the subject of controversy; on the ground, that they are likely to become so inextricably mingled as to render it extremely difficult or impossible to make a correct estimate of those of the litigated estate after the right to it shall have been regularly determined. In such cases the Court will appoint a receiver of the rents and profits of the litigated property. As where certain wharves were claimed by the plaintiff in opposition to the City of Baltimore, a receiver was directed to collect the wharfage of those wharves, the right to which had been made the subject of litigation, and keep it separate from that collected for the use of other wharves under the authority of the city. *The Wharf Case*, post, col. ii.

This, however, is not the case of a third person attempting to stop the course of a firm, or of any one then actually engaged in trade; but is the case of a partnership where one of the partners has averred, that their trading has ceased, and that the firm is utterly insolvent, and thereupon asks for the appointment of a receiver as the only means of saving him and their creditors from the fraudulent practices of his co-partners. Now, in cases of partnership it must strike every one, that to whatever extent of malignancy, or fraud a partner might be urged or tempted to go in a